

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

CROSSFIT, INC., a Delaware corporation,  
Plaintiff,  
 ) CASE NO. C 13-03771 SC  
 )  
 ) **STIPULATION AND [PROPOSED]  
STIPULATED FINAL JUDGMENT  
AND PERMANENT INJUNCTION**

JENNI ALVIES, an individual; and DOES 1-10

## Defendants.

) CASE NO. C 13-03771 SC

**STIPULATION AND [PROPOSED]  
STIPULATED FINAL JUDGMENT  
AND PERMANENT INJUNCTION**

## **STIPULATION**

Plaintiff CrossFit, Inc. (“CrossFit” or “Plaintiff”) and Defendant Jenni Alvies (“Alvies” or “Defendant”) (collectively, the “Parties”), jointly stipulate as follows:

WHEREAS, CrossFit filed suit against Defendant, alleging that Defendant violated CrossFit's rights under 15 U.S.C. § 1114 and 15 U.S.C. § 1125 ("Suit");

WHEREAS, the Parties entered into a settlement agreement as of July 22, 2014 (“Settlement Agreement”), which requires entry of the stipulated judgment set forth herein;

WHEREAS, in the interests of resolving this dispute, the Parties consent to the entry of judgment as follows:

1. That judgment be entered in favor of CrossFit against Defendant on all claims.
2. That Defendant dismisses her counterclaims against CrossFit with prejudice.
3. For the purposes of binding preclusive effect on Defendant as to future disputes with respect to the Suit or Settlement Agreement between Defendant on the one hand and CrossFit on the other hand, Defendant admits the following:
  - a. CrossFit is now, and has been at all times since the dates of issuance, the owner of United States Trademark Registration Nos. 3,007,458; 3,826,111; 4,049,689; 4,053,443; and 4,122,681 (the “Marks”) and of all rights thereto and thereunder.
  - b. Defendant, by her actions described in the Complaint, has committed trademark infringement, false designation of origin, trademark dilution, and cybersquatting in association with her use of the marks “CrossFit Mamas,” “CaliFit Mamas,” and “CF Mamas.”
4. Defendant, and those in active concert with her, including her agents, servants, employees, attorneys, independent contractors, and partners, are permanently enjoined in the United States from using any mark with the formative “CrossFit,” any variation of same that uses a combination of the words “Cross” and “Fit,” and/or any abbreviations thereof, or confusingly similar terms or misspellings, including without limitation “CaliFit,” “CF,” “BossFit,” and from encouraging or assisting any third party to do the same (collectively, the “Injunction”).

1           5.     Defendant is bound by the Injunction regardless of whether CrossFit assigns or  
2     licenses its intellectual property rights to another for so long as such trademark rights are  
3     subsisting. The Injunction inures to the benefit of CrossFit's successors, assignees, and  
4     licensees.

5           6.       The Parties waive any rights to appeal this stipulated judgment, including without  
6 limitation the Injunction.

Respectfully submitted,

9 | DATED: August 28, 2014 GORDON & REES LLP

GORDON & REES LLP

By: /s/Yuo-Fong C. Amato

Yuo-Fong C. Amato  
Attorneys for Plaintiff  
CrossFit, Inc.

13 DATED: August 28, 2014 KRONENBERGER ROSENFEILD, LLP

## KRONENBERGER ROSENFIELD, LLP

By: /s/Virginia Sanderson  
Virginia Sanderson  
Attorneys for Defendant  
Jenni Alvies

## E-FILING ATTESTATION

I hereby attest that I have on file all holographic signatures corresponding to any signatures indicated by a conformed signature (/S/) within this e-filed document and that I have procured the permission of Virginia Sanderson to use her conformed e-signature as used herein.

23 Executed this 28th day of August, 2014 in Allentown, Pennsylvania.

/s/ Yuo-Fong C. Amato  
Yuo-Fong C. Amato

## **FINAL JUDGMENT AND PERMANENT INJUNCTION**

This Court, having made the following findings of fact and conclusions of law pursuant to the parties' stipulation:

A. CrossFit filed suit against Defendant, alleging that Defendant violated CrossFit's rights under 15 U.S.C. § 1114 and 15 U.S.C. § 1125 ("Suit"); and

B. The Parties entered into a settlement agreement as of April 8, 2014 (“Settlement Agreement”), which requires entry of the stipulated judgment set forth herein.

Good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND  
DECREED THAT:

1. That judgment be entered in favor of CrossFit against Defendant on all claims.
2. The counterclaims against CrossFit are dismissed with prejudice.
3. For the purposes of binding preclusive effect on Defendant as to future disputes with respect to the Suit or Settlement Agreement between Defendant on the one hand and CrossFit on the other hand, and only for such purposes, Defendant admits the following:
  - a. CrossFit is now, and has been at all times since the dates of issuance, the owner of United States Trademark Registration Nos. 3,007,458; 3,826,111; 4,049,689; 4,053,443; and 4,122,681 (the “Marks”) and of all rights thereto and thereunder.
  - b. Defendant, by her actions described in the Complaint, has committed trademark infringement, false designation of origin, trademark dilution, and cybersquatting in association with her use of the marks “CrossFit Mamas,” “CaliFit Mamas,” and “CF Mamas.”
4. Defendant, and those in active concert with her, including her agents, servants, employees, attorneys, independent contractors, and partners, are permanently enjoined in the United States from using any mark with the formative “CrossFit,” any variation of same that uses a combination of the words “Cross” and “Fit,” and/or any abbreviations thereof, or confusingly similar terms or misspellings,

1 including without limitation "CaliFit," "CF," "BossFit," and from encouraging or  
2 assisting any third party to do the same (collectively, the "Injunction").

3 5. Defendant is bound by the Injunction regardless of whether CrossFit assigns or  
4 licenses its intellectual property rights to another for so long as such trademark  
5 rights are subsisting. The Injunction inures to the benefit of CrossFit's  
6 successors, assignees, and licensees.

7 6. The Parties waive any rights to appeal this stipulated judgment, including without  
8 limitation the Injunction.

9 IT IS SO ORDERED.

10  
11 Dated: \_\_\_\_\_

12 \_\_\_\_\_  
13 United States District Court Judge  
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## **CERTIFICATE OF SERVICE**

I hereby certify that on August 28, 2014, a copy of the foregoing document was delivered electronically to the following address.

KRONENBERGER ROSENFELD, LLP  
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Attorneys for Defendant  
Jenni Alvies

The parties have agreed to electronic service.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and executed on August 28, 2014, in the City of Allentown, Commonwealth of Pennsylvania.

/s/ **Yuo-Fong C. Amato**  
Yuo-Fong C. Amato